

**STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STANDARD FIXED-FEE ARCHITECT'S CONTRACT**

**PROJECT NUMBER: BI-RC-406  
CONTRACT NUMBER: BI-RC-406-ARC**

This contract for professional services herein designated in connection with the project entitled

**Elihu Burritt Library Renovation and Addition (Library Annex)  
Central Connecticut State University  
90 Harold Lewis Drive  
New Britain, Connecticut 06050**

is entered into this **8th** day of **April**, 2020, by and between the State of Connecticut, hereinafter called the State, acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS) under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, and 4b-3 of the Connecticut General Statutes, as revised and/or amended, and

**Perkins Eastman Architects, D.P.C.  
677 Washington Boulevard, Suite 101  
Stamford, Connecticut 06901**

hereinafter called the Architect;

WITNESSETH, that the State and the Architect, in consideration of the mutual covenants, terms and conditions herein contained, do hereby agree as follows:

1. The Architect shall provide professional services for the project in accordance with Exhibit A, which is attached hereto and made a part hereof, and the "Terms and Conditions of Contract between State and Architect," Department of Administrative Services Form CS-3A dated February 3, 1998, and last revised June 29, 2016, which document is attached hereto as Attachment 1 and made a part hereof.
2. The Architect's total fee of **One Million Two Hundred One Thousand Nine Hundred Sixty Dollars (\$1,201,960.00)** shall be paid as indicated below, and such other work as described in Section II of Exhibit A, which exhibit is attached hereto and made a part hereof, for the completion of the work specified when previously authorized in writing:
  - A. Schematic Design Phase: **One Hundred Fifty-Four Thousand One Hundred Four Dollars (\$154,104.00)**;
  - B. Design Development Phase: **Two Hundred Five Thousand Four Hundred Seventy-Two Dollars (\$205,472.00)**;
  - C. Contract Documents Phase: **Three Hundred Eight Thousand Two Hundred Eight Dollars (\$308,208.00)**;
  - D. The Architect shall be paid a sum of **Fifty-One Thousand Three Hundred Sixty-Eight Dollars (\$51,368.00)** after the documents to be provided in the contract documents phase are bid by the Department of Administrative Services, and the Architect's duties for the bidding phase have been completed to the Department of Administrative Services' satisfaction, or when the State's construction contract with the general contractor is signed. If neither occurs, this amount will not be earned and paid.
  - E. In the event the State approves and allocates funds for construction, a sum of **Three Hundred Eight Thousand Two Hundred Eight Dollars (\$308,208.00)** shall be paid to the Architect for construction administration services, if such administration is requested by the Department of Administrative Services. This sum includes the costs of services of any clerical and/or technical assistants working in the Architect's office or in the field. Said sum, **less the amount stated in subsection E. 1 below**, shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum, **less the amount stated in subsection E.1 below**. An additional 5% of the construction administration sum, **less the amount stated in subsection E. 1 below**, shall be payable upon (1) completing project close out as required by the General Conditions and the General Requirements of the

Contract for Construction and (2) the receipt of record drawings. The balance of the construction administration sum, **less the amount stated in subsection E.1. below**, shall be payable upon Certification of the Final Application for Payment.

The duties of the Architect for said construction administration are as indicated in Article VII of the "Terms and Conditions of Contract between State and Architect."

In the event the Commissioner of the Department of Administrative Services, hereinafter called the "Commissioner," determines that the Architect has not performed its services as required by this contract, then the equal monthly installments shall be adjusted to a percentage commensurate with the level of the actual performance of the construction administration services. The equal monthly installment payments can be readjusted to a percentage commensurate with the level of the Architect's actual improvement of performance of construction administration services. The issue of the Architect's performance of services shall be determined by the Commissioner.

All payment installments, as adjusted, shall remain in effect until the payments reach 90% of the construction administration sum, **less the amount stated in subsection E. 1 below**. An additional 5% of the construction administration sum, **less the amount stated in subsection E. 1 below**, shall be payable upon (1) completing project close out as required by the General Conditions and the General Requirements of the Contract for Construction and (2) the receipt of record drawings. The balance of the construction administration sum, **less the amount stated in subsection E. 1 below**, shall be payable upon Certification of the Final Application for Payment.

Nothing contained herein shall limit the State's right to terminate or suspend this contract pursuant to Articles VIII and IX of the Terms and Conditions of the contract.

- E. 1.** The Architect shall be paid a sum of **Forty-Six Thousand Two Hundred Thirty-Two Dollars (\$46,232.00)** after (i) satisfactory completion of the commissioning process (which is defined as the submission of the Post Occupancy Commissioning Report as described in the DAS Capital Projects High Performance Buildings Guidelines) and (ii) receipt by the DAS of one (1) copy of the submitted LEED certification packet (if pursuing LEED certification) sent to the U.S. Green Building Council.

It is understood that the Architect's total fee hereinbefore mentioned in paragraph 2 shall be reduced by the sum hereinbefore mentioned in subparagraph 2E if construction administration is not requested, and, conversely, shall be increased by any payments that the State shall be obligated to make pursuant to the provisions of Article V and Section C of Article VII of the "Terms and Conditions of Contract between State and Architect." Said total fee shall also be subject to reduction pursuant to the provisions of the third paragraph of Section D of Article V of the "Terms and Conditions of Contract between State and Architect." It is also understood that a reasonable adjustment in said total fee shall be made by the Commissioner of DAS, hereinafter called the "Commissioner," in the event of termination or suspension, as provided in Articles VIII and IX of the "Terms and Conditions of Contract between State and Architect."

3. The Architect shall provide the work pursuant to the following phases within the time periods specified below or, at the option of the Department of Administrative Services within extended periods to be determined by the Department if the Department is of the opinion that such extensions are warranted and if the Department evidences its consent to such extensions in writing. The Architect shall not commence any phase work under the contract until the Architect receives written authorization to proceed from the DAS Project Manager.
  - A. Schematic Design Phase: **Forty-Two (42)** calendar days after receipt of written notice to proceed;
  - B. Design Development Phase: **Seventy (70)** calendar days after receipt of written notice to proceed;
  - C. Contract Documents Phase: **Eighty-Four (84)** calendar days after receipt of written notice to proceed.
4. The Architect's design shall be based on a total construction budget of **Nine Million Five Hundred Thousand Dollars (\$9,500,000.00)**.
5. The scope of professional services to be provided by the Architect under this contract is set forth in Exhibit A.

6. The Architect shall submit the following materials for review and approval:
- A. Schematic Design Phase: **Four (4)** sets of full-size drawings, **Two (2)** sets of half-size drawings; **Six (6)** sets of specifications; **Two (2)** copies in AutoCAD drawings and micro-soft word electronic compact disk format; and **Four (4)** sets of detailed cost estimates;
  - B. Design Development Phase: **Four (4)** sets of full-size drawings, **Two (2)** sets of half-size drawings; **Six (6)** sets of specifications; **Two (2)** copies in AutoCAD drawings and micro-soft word electronic compact disk format; and **Four (4)** sets of detailed cost estimates;
  - C. Contract Documents Phase: **Four (4)** sets of full-size drawings, **Two (2)** sets of half-size drawings; **Six (6)** sets of specifications; **Two (2)** copies in AutoCAD drawings and micro-soft word electronic compact disk format; and **Four (4)** sets of detailed cost estimates.
7. The Architect shall develop drawings for this project using computer aided drafting software fully compatible with an AutoCAD version as approved in writing by the Department of Administrative Services. After the documents to be provided are approved by the Department of Administrative Services, and at a time specified by the Department of Administrative Services, the Architect shall submit an electronic copy of all drawings in a format approved by DAS. Upon completion of construction of the project, the Architect shall submit a revised electronic copy utilizing the most recently recognized format of the National CAD Standard basic format to reflect as-built conditions. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Architect at no additional cost to the State.
8. The following provisions modify Attachment 1, the "Terms and Conditions of Contract between State and Architect":
- A. **RE: Sections B and C of Article VI are hereby amended to add the following paragraph number five:**  
 The Architect shall submit, at a time determined by DAS, one set of progress drawings and specifications completed to a stage satisfactory to DAS.
  - B. **RE: Section C of Article IV is hereby amended to add the following paragraph:**  
 Each of the said amounts in subparagraphs 2B and 2C of the contract shall be paid in two equal installments. Each first installment shall be paid after the submission by the Architect and acceptance by DAS of the related aforementioned set of progress drawings and specifications. Each second installment shall be paid after the Architect has submitted all the related phase work and such work has been accepted by DAS.
9. Entire Agreement No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives shall be valid or enforceable unless embodied in the provisions of this contract.
10. Forum and Choice of Law The parties deem the contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Architect waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
11. Approval of State Properties Review Board As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Architect contracting with the Department of Administrative Services to understand that the approval of the State Properties Review Board must be granted before the Architect's contract can begin. By providing service without a properly executed contract, the Architect accepts the risk that payment will not be made by the State of Connecticut.

12. Approval of the Attorney General's Office This contract shall take effect when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, or an Associate Attorney General of the State of Connecticut.

13. Notices: The Architect provides the following information for the purpose of receiving notices under this contract, and agrees to promptly notify the DAS project manager in writing if there are changes to the information.

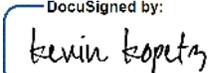
Contact person: Mr. Mark Creedon, AIA  
Address for registered or certified mail:  
677 Washington Boulevard, Suite 101, Stamford, Connecticut 06901  
Address for hand delivery:  
677 Washington Boulevard, Suite 101, Stamford, Connecticut 06901  
Email: [m.creedon@perkinseastman.com](mailto:m.creedon@perkinseastman.com)  
Facsimile transmission teletype (fax) number: (203) 251-7474

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the Department of Administrative Services, or his/her designee, duly authorized, and the Architect have executed this contract.

Attested by:

State of Connecticut

Perkins Eastman Architects, D.P.C.

DocuSigned by:  
  
By F1ADB39706914CB...  
Kevin Kopetz  
Director, Office of Legal Affairs, Policy and Procurement  
Department of Administrative Services

DocuSigned by:  
  
By 1FA29EECD23046E...  
Mark Creedon  
Print name: \_\_\_\_\_

Its Principal, Duly Authorized

Date signed: 4/8/2020

Date signed: 4/8/2020

Approved as to form:

Joseph Rubin  
Digitally signed by Joseph Rubin  
Date: 2020.05.13 16:22:26 -04'00'  
Asst. Dep. Attorney General

Date signed: \_\_\_\_\_

## EXHIBIT A

**Elihu Burritt Library Renovation and Addition (Library Annex)**  
**Central Connecticut State University**  
90 Harold Lewis Drive  
New Britain, Connecticut 06050  
Project No. **BI-RC-406**  
Contract No. **BI-RC-406-ARC**

### Section I

The Architect will provide professional services as set forth in the contract in connection with the following construction work.

This Project provides for the new construction of an annex building addition adjacent and connected to the existing Elihu Burritt Library building. This annex will be located in close proximity to the newly constructed Engineering Building. This new addition shall include approximately 15,000 GSF of classroom space; laboratory space; library, faculty and staff offices; circulation space; and associated mechanical electrical and plumbing (MEP) supportive space. This project scope may also include the design and construction of structures to connect adjacent buildings to this annex and to create a new common space in the existing library.

This project shall create additional square footage necessary for the relocation of various staff and faculty members currently housed in the Elihu Burritt Library and other campus areas. Existing library classrooms are at full capacity and this annex shall support the expanding class schedules and add to laboratory facilities in the library. This project scope of work shall be structured to meet the current and future needs of Central Connecticut State University's (CCSU's) campus, providing appropriate space for library book organization and additional classrooms, laboratories, and faculty spaces.

The annex building addition shall provide space for a collaborative environment that shall enhance learning, instruction, enable research, and support public service. The new building addition shall include space for learning technologies, faculty and staff spaces, collaborative work areas, classrooms, a small-scale high performance computing infrastructure, and associated support spaces. This facility shall be a high performance, sustainable building following with the sustainability values of CCSU.

This Project includes the installation of a new heating ventilation and air conditioning (HVAC) infrastructure serving the Elihu Burritt Library existing publications stack reference areas, necessary associated library upgraded areas, and new building addition areas. CCSU continues to use and expand student functions, such as new student study areas and group project rooms, into these existing non-air conditioned, low ceiling height stack areas. This project's priority is the installation of a new complete energy efficient, building and fire code compliant air conditioning system, ventilation and heating systems for all existing stack building library areas.

All project construction shall occur while CCSU campus and the Elihu Burritt Library are operational and with complete student and staff occupancy. This project's anticipated construction duration is 425 calendar days (14 months).

### **PM Web Project Management Software**

DAS projects utilize "PMWeb" project management (PMWEB.com) software as their project management and recording system. PMWeb Project Management Requirements for the Architect/Engineer (A/E) are as follows:

1. The A/E will be provided with a license or licenses to access the software and for use by their sub-consultants. The A/E is required to utilize PMWeb for project specific documentation as directed by the DAS Project Manager.
2. All documents not created in PMWeb shall be scanned, uploaded and maintained by the A/E in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.
3. The A/E is required to utilize PMWeb Consultant Payment Application form for the submission of their billings. The Consultant Payment Application shall be consistent with the services outlined in the A/E contract. The A/E may also attach a copy of their office invoice to this Consultant Payment Application.
4. The A/E is required to utilize PMWeb for the duration of this project and shall provide project document information via this program. This includes, but is not limited to, Project Design Submission, Design Estimates, Periodic A/E Consultant Payment Applications, Meeting Minutes, Responses to Requests for Information, Submittal Reviews, Proposal Requests, Supplemental Instruction, Construction Change Directives, Bi-monthly Observation-based Construction Progress Reports, Non-conformance Notices, Change Order Letter of Review, Punch List, Project Plans, Project Specifications, Progress Photos, Project Correspondence, Issue (action items), Project Transmittals, Closeout Log, etc. All documents not created in PMWeb, shall be scanned, uploaded and maintained by the A/E in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.
5. DAS has established a project specific email "file" address for this project. The A/E shall include this address on all project related emails.
6. The above listed requirements apply to all of the A/E's sub-consultants. Sub-consultants should attend the PMWeb training as a part of the A/E Team. Sub-consultants will be issued "Guest" Licenses to allow for their participation in PMWeb on this project.

In addition to the foregoing, the following are basic services to be provided by the Architect:

#### **A. Consultant Basic Services**

The Architect is authorized to engage the following consultants for the services set forth in this subsection for all work required of the Consultant's contract Basic Services.

1. Mechanical, Electrical, Plumbing (MEP) Engineering; Fire Suppression Engineering; Fire Protection Engineering; High Performance Buildings Engineering and Utility Energy Rebates (UER) Modeling; Telecommunication and Information Technologies (IT) Engineering; Audio Visual (AV) Systems Engineering; Security Systems Engineering; Heating Ventilation and Air-Conditioning (HVAC) Engineering; HVAC Commissioning Support Engineering Consultant services:  
**Stantec Consulting Services, Inc.;** 30 Oak Street, Suite 400, Stamford, Connecticut 06905-5315
2. Structural Engineering Consultant services:  
**GNCB Consulting Engineers, P.C.;** 1358 Boston Post Road, P.O. Box 802, Old Saybrook, Connecticut 06475
3. Civil Engineering; Site Engineering; Survey Engineering; Geotechnical and Environmental Engineering; Hazardous Materials Engineering Consultant services:  
**Tighe & Bond, Inc.;** 213 Court Street, Suite 1100, Middletown, Connecticut 06457
4. Landscape Architecture Consultant services:  
**Richter & Cegan Inc.;** 8B Canal Court, Box 567, Avon, Connecticut 06001
5. Construction Cost Estimating Professional Consultant services:  
**VJ Associates, Inc. of Suffolk;** 100 Duffy Avenue, Suite 301, Hicksville, New York 11801

## **B. High Performance Building Standard Regulations**

This project shall comply with the High Performance Building Regulations (Regulations of Connecticut State Agencies 16a-38k-1 through 9), “the Regulations”. The Architect shall take all measures, and shall meet professional standards of care to provide all design and other services necessary to achieve compliance with the Regulations. The Architect’s scope of services shall include all services outlined in the DAS Capital Projects High Performance Buildings Guidelines, including, but not limited to, the Design Professional’s role in commissioning as defined in ASHRAE Guideline 0-2005.

The Connecticut High Performance Building Guidelines require the Design of a State Facility to meet both the twelve (12) Mandatory Requirements and twenty-six (26) Building Standard Optional Strategies.

Nothing contained herein shall be construed to limit the Architect's responsibility to provide drawings, specifications or other documents or services necessary to meet the requirements of the Regulations, or to perform any other of its contract responsibilities during any phase described in this contract.

## **C. Energy Conscious Design**

Architect and Engineers shall fully participate in the utility companies’ programs, including electric and gas service providers.

1. The Architect and Engineers shall research energy-related rebates and will communicate, work with and make all necessary and utility required applications, working with each applicable utility company, to maximize the magnitude of any and all such rebate opportunities.
2. The Architect and Engineers shall provide whole building energy simulations and associated documentation to apply for financial incentives under New Britain’s utility company energy rebate program (the Energy Conscious Blueprint (ECB) for The State of Connecticut) Whole Building Performance Initiative program.
3. The Architect and Engineers shall provide energy modeling performed in accordance with the Utility Energy Rebate (UER) program requirements, and shall be conducted in two phases: 1) preconstruction, and 2) post-construction.

## **D. Commissioning Support Services**

Architect and Engineers shall work with the Construction Administrator and Commissioning Agent during design and construction to ensure the specified MEP and HVAC systems are fully commissionable. Architect shall support the Commissioning Agent’s efforts as construction approaches completion and the MEP and HVAC systems are commissioned.

## **E. Technology and Telecommunications Design Services**

Work with the Engineering Consultant providing a project design, including, but not limited to:

1. Structured cabling system for data and voice cabling, including backbone and horizontal cabling, cable pathways, and telecommunications grounding in accordance with applicable standards and as required by the architectural program.
2. Telecommunications room layouts, including rack elevation drawings extended from existing conditions services.
3. Cable television distribution extended from existing conditions services.
4. Overhead paging systems extended from existing conditions services.
5. Classroom technology, including master clock, public address, classroom sound reinforcement.
6. Digital signage systems.

7. Access control systems extended from existing conditions services.
8. Architectural, fixtures, furniture and equipment, mechanical, electrical and plumbing (MEP) systems coordination.
9. Overall system architecture support services.
10. All structured cabling systems for the project, including, but not limited to, the horizontal and vertical cabling infrastructure and provide all appropriate drawings, floor plans, riser diagrams and specifications.
11. All design, existing conditions documentation and all related services for utilizing the existing library building telecommunication rooms for all new data cabling.
12. All new fiber and copper backbone cabling for all systems as required.
13. Implement and provide all telecom outlet design and layouts on project related drawings and specifications.
14. Provide all telephone/data and cable antenna television horizontal distribution system design and implementation routing all cabling to the library existing telecom rooms.
15. Provide design and specifications for all wireless data network cabling infrastructure.
16. Provide a complete Building and Fire Code compliant telecommunications grounding and bonding system.
17. Provide design and drawing locations for all related conduits, sleeves, back boxes, stub-ups and related accessories to implement project technology and telecommunications systems work.
18. The Engineer shall coordinate all network cabling requirements for the following, but not limited to, systems: 1) audio visual systems; 2) miscellaneous low voltage systems including point-of-sale, digital signage and cellular enhancement where applicable; 3) security systems including IP cameras and access control panels.
19. The Engineer shall coordinate all technology, telecommunications systems design project scope with Architect, sub-consultants, DAS, CCSU, and the Connecticut State Colleges and Universities (the Agency).

## **F. Audio Visual Systems Design**

Work with the Engineering Consultant providing a project design, including, but not limited to:

1. Higher education design incorporating specialized requirements for classrooms.
2. Design and specification of audiovisual systems for the project, including projectors, projection screen, interactive whiteboards, televisions, input devices, control systems, sound systems, media switches, digital signage, video conferencing, equipment racks, cabling and raceways.
3. Provide compliance with all Agency and CCSU standards as applicable.
4. Attendance and representation at meetings.
5. Coordination with Architect, sub-consultants, DAS, CCSU, and the Agency documenting all project related communications.
6. Design complete video conferencing system and/or presentation system for all audio visual system rooms for a minimum of 1) three large multipurpose rooms; 2) one computer/media laboratory/classroom; 3) one medium conference room.
7. Audio visual facility drawings and specifications delineating AV equipment locations, drawings, associated details, sections and materials elevations.
8. Audio visual detailed specification equipment list with a performance specification itemizing major piece of equipment with identification numbers.
9. Provide applicable complete site line studies for the Engineer to determine design appropriate image dimension and locations for displays.
10. Provide complete audio visual infrastructure plans with design locations of all Audio visual related conduit, power, telecommunication/data infrastructure requirements related to the project's design.

11. The Engineer shall coordinate all space and power requirements for all audio visual equipment designed to be located in and not installed in fixed or moveable millwork related to the project's design.
12. The Engineer shall coordinate all audio visual systems design project scope with Architect, sub-consultants, DAS, CCSU, and the Agency related to the project's design.

## **G. Security Systems Design**

Architect shall work with the Engineering Consultant providing a project design, including, but not limited to:

1. Design and specification of a security and surveillance system to match and connect to the existing system. This shall include, but not be limited to, locations and layout of the security devices in coordination with the architectural layout and architectural door hardware design.
2. Provide specifications for the security access control, surveillance system, and cabling infrastructures.
3. Provide complete architectural and engineering floor plans, riser diagrams, and specifications based on information provided by the Architect. All work shall be coordinated with the Owner and Owner's representative.
4. Provide a complete security system design including, but not limited to: 1) security access control card readers at determined locations, connected to the existing system; 2) IP based security surveillance video cameras and accessories, connected to the existing system; 3) intrusion detection system for duress alarms, door position monitoring sensors, motion detectors, cameras and associated accessories.
5. Extend access control systems from existing conditions services.
6. Modify video Surveillance (CCTV) from existing, intrusion detection, audio visual infrastructure design, conduit, backboxes and related accessories for new systems and existing systems extended from existing conditions services.
7. The Engineer shall coordinate all security systems design project scope with Architect, sub-consultants, DAS, CCSU, and the Agency related to the project's design.

## **H. Furniture, Fixtures and Equipment**

Provide the following Furniture, Fixtures and Equipment (FF&E) consultant design services which shall include, but not be limited to, the following scope:

1. Meet with the Agency, DAS, CCSU and others as appropriate to define and establish furniture, fixtures, and equipment requirements. Meetings shall explore all user group's educational objectives and how they relate to the furniture requirements.
2. Establish all interior design goals as appropriate and provide one (1) meeting with different proposed examples of furniture and finishes for client selection.
3. Provide all necessary professional design services required for the space planning, interior design, selection and specification of new furniture, furnishings and equipment. The preparation of bid documents will be based on the State of Connecticut and the Agency procurement regulations for purchasing. All requisite utility and other infrastructure requirements will be incorporated into the base building design documents. The design team will coordinate and incorporate computer and telephone location requirements with the Agency designated staff.
4. Develop an inventory of existing FF&E items to be salvaged and reused in this project and/or removed from building and returned to CCSU for re-purposing.
5. Develop and select all furniture and furniture systems furnishings, finishes, upholstery, and fixtures/equipment. Provide sample demonstration furniture, including, but not limited to, delivery arrangements and/or showroom site visit demonstrations.

6. Prepare applicable floor plan drawings at 1/8" = 1'-0" or 1/4" = 1'-0" scale and other related details to clearly delineate the project scope indicating furniture required for each room in the building providing designated keys for each item.
7. Use these plans and details and obtain budget pricing for furniture and review with the Agency. Develop and provide financial cost estimates for, but not limited to, typical and specialized classrooms design layouts, typical educational office design layouts, and standard office and systems furniture work stations for educational instructional and support staff. Provide an opinion of probable estimated cost for the specified furniture, fixtures, and equipment to the DAS Project Manager and the Agency.
8. Prepare and present to the Agency, DAS, and CCSU presentation boards indicating proposed furnishings for each room type, along with upholstery and other finish samples.
9. Prepare a furniture index, keyed to furniture plans, specifying each item of furniture, along with manufacturer, model number, color, upholstery, and other finishes.
10. Develop and present a formal presentation of proposed loose lay furniture and associated finishes and color/fabric selections. Proposal shall provide three (3) options for review and comment by DAS, the Agency, and CCSU. Provide visual presentation boards with physical samples for sharing with CCSU and participate in one (1) meeting with the client.
11. Develop and provide a formal final presentation of all proposed loose lay furniture and their associated finishes and color/fabric selections. Proposal shall provide a final options for review and comment by DAS, the Agency, and CCSU. Provide visual presentation boards with physical samples for sharing with CCSU.
12. Prepare and submit all required furniture and fixture written documentation, including, but not limited to, specifications and associated two- or three-dimensional drawings for all design phase submissions. Prepare and present for review and comment by DAS, the Agency, and CCSU all appropriate, but not limited to, design, specification, and bidding documentation required to purchase and install all project furnishings, fixtures, and equipment and participate in one (1) meeting.
13. Assist in procurement process by providing documents to purchasing entity. Respond to questions that arise during the procurement process.
14. Review documents submitted by selected furnishings vendors. Inspect furniture upon completion of installation and verify work complies with specification requirements.
15. During FF&E installation, perform periodic site visitation to determine conformance with project documents and compliance with project design intent and monitor finishes installation. Provide and submit a written report on observations from each site visit.
16. Provide a written final punch list representing the findings of site visits and walkthrough to ensure compliance with construction documents and quality assurance and to analyze the design goals have been achieved.

## **I. Hydrant Flow Test**

Determine during the design phase the need for a hydrant flow test in connection with utility services required for the project. If a hydrant flow test is necessary, arrange for and schedule such test at the site to obtain information to determine if upgrades to the fire line or the lines supplying the building are required. Notify DAS of scheduled hydrant flow test for DAS staff attendance. Costs for the testing services performed by the hydrant flow test testing company shall be billed to and shall be paid for by DAS.

## **J. Easement Services**

Determine during the design phase the need for any easements, including, but not limited to, easements in connection with utility services required for the project. Notify DAS of any and all easements necessary and provide DAS three (3) copies of an easement map, a legal description, and a recordable mylar. Costs

for such legal easement map services, legal description services, and easement map mylar shall be billed to and shall be paid for by DAS.

#### **K. Interdisciplinary Consultant Review**

After the Contract Documents Phase 100% project submission, the Architect and Engineering sub-consultants shall participate in an interdisciplinary coordination meeting from a Quality Control Contract Documents Review Consultant (RediCheck or similar). The meeting shall contain an itemized review of the Contract Documents and the Architect shall incorporate all issues addressed into the Contract Bid Documents with written documentation of each item noting resolution and where in the documents items have been addressed. Costs for such Quality Control Contract Documents Review Consultant shall be hired and paid for by DAS.

#### **L. Building Information Modeling (BIM) and Bluebeam Computer Software**

Architect and Engineers shall use Building Information Modeling (BIM) Use and Process utilizing Revit from Autodesk computer software and/or other compatible computer software completing a BIM model for project use and implementation. The Architect and Engineers' computer software shall be formatted for use of Bluebeam, Inc. computer software for document review and comments.

### **Section II**

The Architect shall provide the following additional services. The Architect shall be compensated for said services in the amounts specified below, which amounts are included in the Architect's total fee stated in Paragraph 2 of the contract. Said amounts include all sub-consultants fees and the Architect's overhead and profit.

#### **A. Pre-design Study**

The Architect is authorized to conduct a Pre-design existing conditions documentation services and Project Programming Study.

The Architect shall provide the following design services to complete the work of the Pre-design Study. The services shall include, but are not limited to, Architectural; Structural; Mechanical, Electrical, Plumbing (MEP); Fire Protection investigative services; existing building/building systems conditions documentation services, and space planning programming services for Elihu Burritt Library.

The Architect is authorized to engage the following sub-consultants for the services set forth in this subsection for work required of the Pre-design Study.

1. Mechanical, Electrical, Plumbing (MEP) Engineering; Fire Suppression Engineering; Fire Protection Engineering; Telecommunication and Information Technologies (IT) Engineering; Audio Visual (AV) Systems Engineering; Security Systems Engineering; Heating Ventilation and Air-Conditioning (HVAC) Engineering; HVAC Commissioning Support Engineering Consultant services:  
Stantec Consulting Services, Inc.; 30 Oak Street, Suite 400, Stamford, Connecticut 06905-5315
2. Structural Engineering Consultant services:  
GNCB Consulting Engineers, P.C.; 1358 Boston Post Road, P.O. Box 802, Old Saybrook, Connecticut 06475
3. Construction Cost Estimating Professional Consultant services:  
VJ Associates, Inc. of Suffolk; 100 Duffy Avenue, Suite 301, Hicksville, New York 11801

The services to be provided shall include, but not be limited to, the following:

**I. Existing Conditions Investigative Services:**

1. Field verify existing conditions for Elihu Burritt Library building's foundation and all building floor plans for all areas included in the scope of work. Base field verification on visual observations and physical measurements. The scope of field verification includes, but is not limited to, all portions of the existing building inclusive of areas proposed for removal.
2. Create accurate Architectural systems existing conditions drawings, including the following work:
  - a. Collect, review, and collate existing paper drawings and determine their viability and accuracy. Review available site survey, geotechnical report, and field survey.
  - b. Visit site verifying existing conditions.
  - c. Coordinate with consultants on existing condition drawings.
  - d. Use available drawings for architectural building field verification of all floor levels and ceiling plans. Limit work to the location of floors, walls, ceiling, doors, and fixed equipment. Verification of furniture systems, movable components, or loose furnishings is not part of scope of work.
3. Create accurate Engineering existing conditions drawings and documentation for all Structural, Mechanical, Electrical, Plumbing, Fire Alarm, Fire Suppression, HVAC systems, including, but not limited to, the following work:
  - a. Collect, review, and collate existing paper drawings and determine their viability and accuracy.
  - b. Visit site verifying existing conditions.
  - c. Coordinate with consultants on existing condition drawings.
  - d. Structural, Mechanical, Electrical, Plumbing, Fire Alarm, Fire Suppression, Heating, Ventilation and Air-Conditioning systems building field verification of all floor levels and ceiling plans utilizing available drawings. Base field verification upon visual observations and physical measurements. The scope of field verification includes, but is not limited to, all portions of the existing building inclusive of areas proposed for removal.
4. Perform all related engineering consultant services for a Structural, Mechanical, Electrical, and Plumbing, (SMEP) Infrastructure Assessment. Services include but are not limited to:
  - a. collect and review of available drawings, reports, documents, and studies;
  - b. interview with CCSU and the Agency facilities staff and administration for information and knowledge of campus building and infrastructure;
  - c. visually assess existing SMEP systems, including HVAC systems, electrical service and distribution systems, plumbing infrastructure, fire protection, fire alarm systems and building's structural components.

**II. Programming Services:**

1. Conduct project space planning and programming services in compliance with DAS Consultants Procedure Manual section 3.1 "Programming Department Responsibility to Agencies".
2. Hold a project kick off meeting at CCSU Facilities Office in New Britain for DAS/CCSU/the Agency participation to review the project concept.
3. Conduct interviews with CCSU facilities staff, CCSU staff and department heads, and CCSU student library patrons, including providing an interactive workshop and meetings with all participants to develop program, adjacency requirements, determination of space requirements to accommodate function and staff to understand all user requirements, blocking and stacking, and/or other project related planning that may be required to best utilize the proposed library addition and related issues.
4. Identify all Agency needs and identify any and all changes or concerns that shall be addressed during this programming phase for use during the schematic design phase.

5. In conjunction with team Engineers, perform site campus visits and site building visits to the Elihu Burritt Library building documenting all existing conditions as they relate to the building and all existing building systems, including, but not limited to, reviewing and confirming existing conditions as they relate to record drawings, layouts of existing building partition, openings in existing exterior wall, and all other existing building components and items that may and will be affected by this project, including, but not limited to, interior and exterior spaces, confirming existing structural, mechanical, electrical, plumbing, fire protection systems, information technology systems, audio visual systems, security systems.
6. Provide draft document information, prior to the final submission documents for the CCSU facilities staff, DAS, and Agency stakeholders to review the Architect's findings related to the program and program requirements. Incorporate any and all review information provided by DAS, CCSU, and the Agency into project programming deliverables.
7. Provide meetings at non-milestone project programming related services intervals to support this project work addressing any and all concerns of the Agency, DAS, and CCSU.
8. Conduct a follow up meeting on campus presenting to DAS, CCSU, the Agency, and other interested library patrons the Architect's space programming services findings including project cost budgeting efforts. Provide visual presentation documents to illustrate programming findings, provide meeting agenda and distribute meeting minutes addressing these services benchmarking efforts.
9. Coordinate the programming phase services with the new Engineering Building that is in construction adjacent to the Elihu Burritt Library building identifying potential and existing relationships between the two projects to best enhance CCSU.
10. Provide all related information to support a project conceptual budget cost estimate for this project scope working with the design team, DAS, CCSU, and the Agency.

Pre-Design Study deliverables include, but are not limited to, a) complete extensive descriptive project programming document containing a narrative of the assumptions, space program, program areas, room sizes, departmental adjacencies, and other descriptive metrics; b) Existing Conditions Report with as-built BIM model electronic documents providing existing conditions building floor and related systems floor plans; c) Revised concept documentation of proposed and existing conditions (Diagrammatic plans, elevations, sections); and d) conceptual detailed cost estimate budget.

The Architect shall provide **Four (4)** sets of full-size drawings, **Two (2)** sets of half-size drawings; **Six (6)** sets of specifications; **Two (2)** copies in AutoCAD drawings and Microsoft Word electronic compact disk format and **Four (4)** sets of detailed cost estimates within **Thirty-Five (35)** calendar days after receipt of written notice to proceed *or* this approved contract.

For the Pre-Design Study services provided, the Architect shall be compensated in the amount of **Forty Thousand Five Hundred Dollars (\$40,500.00)**.

## **B. Land Survey**

The Architect shall provide the following survey services. The Architect is authorized to engage the Engineering Consultant services of Tighe & Bond, Inc., 213 Court Street, Suite 1100, Middletown, CT 06457 for the services set forth in this subsection.

- Provide a topographic survey to T2 standards.
- Show all planimetric features, including visible observable utilities in combination with those provide on plans.
- Show invert elevations on accessible utilities.

- Provide a legal description of property (metes and bounds).
- Provide any needed monumentation.
- Provide identification of wetlands.
- Provide verification of site and building's critical points, including, but not limited to, finish first floor elevations and adjacent exterior site spot elevations to provide a complete existing site survey document of site grade changes.
- Provide borings location and top of boring's hole elevations.

The above survey and its accompanying documentation shall be provided in accordance with the State of Connecticut Regulations of the Department of Consumer Protection, Articles I and II, Sections 20-300b-1 to 20-300b-20, inclusive, and the "Standards for Surveys and Maps in the State of Connecticut" adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996, and shall be certified to the State.

The Architect shall provide **four (4)** hard paper copies and **two (2)** copies in an electronic compact disk format of site survey documents and related documents, including, but not limited to, all investigative findings within **thirty (30)** calendar days after receipt of written notice to proceed to the Pre-design services phase.

For the land survey services provided by the sub-consultant authorized above, the Architect shall be compensated in the amount of **Six Thousand Dollars (\$6,000.00)**.

### C. Energy Code Modeling/Simulation Services

The Architect shall provide the following Energy Code Modeling/Simulation services. The Architect is authorized to engage the services of Stantec Consulting Services, Inc.; 30 Oak Street, Suite 400, Stamford, Connecticut 06905-5315 for the services set forth in this subsection.

The services to be provided shall include, but not be limited to, the following scope:

1. Provide Energy Code Modeling/Simulation services documenting compliance with the 2018 Connecticut State Building Code requirements of the 2015 International Energy Conservation Code.
2. Collect and review project information to establish the parameters for whole building energy simulation modeling using, but not limited to, the following information 1) building envelope/curtain wall thermal resistance with sections, including all construction components; 2) exterior glass performance in the form of solar heat gain coefficient, shading coefficient, U-factor as well as construction sections; 3) roof construction type, roof u-factor; 4) envelope area calculations including square footages of all different façade types and corresponding u-factors; 5) interior and exterior lighting characteristics in the form of wattage, lamp type, lamp quantities, ballast type and voltage; 6) interior and exterior lighting application schedule in the form of a lighting fixture schedule, room-by-room square footage, and quantity of lighting fixtures in a tabular format; 7) lighting controls narrative indicating the type of controls for each space type; 8) miscellaneous equipment for plug loads.
3. Use Appendix G of ASHRAE 90.1-2013 performance rating method to model and calculate the proposed and baseline building performance data for the energy simulation modeling method.
4. Perform the analysis using TRANE Trace700 software in compliance with US Department of Energy DOE-2.1E and DOE-2 based products.
5. Consider as part of the code compliance analysis estimated occupancy patterns, operation schedules, and efficiency characteristics. Apply unit costs to the utilities consumed in accordance with the performance rating method.

6. Include in the analysis baseline ASHRAE compliant case and proposed project design which shall be analyzed for the percent reduction in annual energy costs to determine compliance with the energy code.

The Architect shall provide **three (3)** hard printed color copies and **two (2)** copies in an electronic compact disk format of the report and the Energy Code Modeling/Simulation findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Nine Thousand Dollars (\$9,000.00)**.

#### **D. Phase I Environmental Site Assessment (ESA) Services**

The Architect shall provide the following Phase I Environmental Site Assessment project reporting services. The Architect is authorized to engage the services of Tighe & Bond, Inc., 213 Court Street, Suite 1100, Middletown, CT 06457 for the services set forth in this subsection.

The Phase I ESA and related services shall occur during the **schematic design phase**. The services to be provided shall include, but not be limited to, the following scope:

1. The Phase I ESA shall provide a complete evaluation of potential environmental concerns relating to hazardous materials and wastes at the project site and potential concerns associated with surrounding properties.
2. The Phase I ESA shall be performed in accordance with the AAI Final Rule and the American Society of Testing Materials (ASTM) standard E1527-13 and the Connecticut Department of Environmental Protection (CT DEEP) Site Characterization Guidance Document (SCGD) (September 2007, revised December 2010). All work shall be overseen by a Connecticut Licensed Environmental Professional (LEP).
3. Provide all Phase I ESA Standard User Phase I ESA forms and questionnaires. Provide assistance supporting DAS with all form completion, submission for schedule adherence.
4. Obtain all campus existing available historical past project ESA information for this project's scope of work.
5. Provide the Phase I ESA report complete with the Consultant's findings and conclusions regarding the presence, if any, of recognized environmental conditions (REC).
6. Include the following: 1) a records review; 2) a site reconnaissance; 3) interview with owners and/or knowledgeable parties; and 4) evaluation and report.
7. Prepare the Phase I ESA Report in general conformance with the ASTM 1527-13 and SCGD formats and include: 1) an opinion regarding the presence of RECs, HRECs, or CRECs at the site; 2) identification of "data gaps" and their significance; 3) a statement of the LEP's qualifications and their signatures; and 4) an opinion regarding the need for additional evaluations.
8. Include a Preliminary Conceptual Site Model in the Phase I ESA Report.
9. Complete DAS checklists, forms, and documents, as requested, supporting the soil and groundwater management design services Contract Documents project scope.
10. Meet with the Agency, DAS, CCSU, and others as necessary supporting these services.

The Architect shall provide **three (3)** hard printed color copies and **two (2)** copies in an electronic compact disk format of the report and all investigative findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Three Thousand Five Hundred Dollars (\$3,500.00)**.

## **E. Geotechnical Services; Geo-environmental Investigation, Evaluation, and Recommendation Services**

The Architect shall provide the following geotechnical services. The Architect is authorized to engage the services of Tighe & Bond, Inc., 213 Court Street, Suite 1100, Middletown, CT 06457 for the services set forth in this subsection.

The geotechnical services and related services shall occur during the **schematic design phase**. The services to be provided shall include, but not be limited to, the following scope:

### Geo-environmental Investigation:

1. Provide all services to locate underground utilities, such as gas and electric lines, as well as potential locations of subsurface features including underground storage tanks, dry well, or other unknown buried objects. Services shall use a ground penetrating radar (GPR) to survey the project site.
2. Identify and locate site soil exploration locations as directed by the Architect. Verify and locate all site and building utilities applicable for the project prior to work.
3. Provide all services, including, but not limited to, coordination of a subsurface investigation program to evaluate the suitability of the existing subsurface conditions to support the new proposed building structure and to evaluate the presence or absence of environmental impact to soil and groundwater.
  - a. Investigate, research, document and provide report on site history and geologic conditions.
  - b. Perform site investigation layout and coordination services confirming all applicable site utility information, documentation, investigation and markings.
  - c. Provide all services to conduct on-site borings within the project limit line determining subsurface conditions.
  - d. Retain a soil boring drilling contractor obtaining a minimum, not limited to five (5) borings to a depth required for foundation construction completing in-situ soil characterization soil sampling. The number of borings, the approximate depth of borings, and location of borings shall be made as directed by the Architect and coordinated with the DAS Project Manager addressing the project's scope of work and Architect's design.
 

The number of groundwater monitoring wells, the approximate depths, and locations shall be made as directed by the Architect and coordinated with the DAS Project Manager addressing the project's scope of work and Architect's design. Groundwater monitoring wells and groundwater testing services shall be provided. A minimum, but not limited to, three (3) groundwater monitoring wells shall be installed at the site. The monitoring well shall be completed to a minimum depth of approximately seven feet into the groundwater. Groundwater samples from each of the wells shall be taken and laboratory tested for analysis of extractable total petroleum hydrocarbons (ETPH), polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), and metals providing written report and testing results.

    1. A standard geotechnical investigation and report.
    2. Report and analysis of the results of the borings.
    3. Formulate recommendations into a report suitable for providing design criteria for foundation support and earthwork construction of the subject project.
    4. Periodic consultation with the Architect and DAS Project Manager during the design phase of the subject project.
    5. Review of construction documents relating to structural foundation systems, subsurface water/moisture mitigation, and earthwork construction for conformance with recommendations provided in the above report.
  - e. Provide environmental soil testing services for COCs, AOCs, ETPH, PAHs, VOCs, metals, pesticides, and PCBs. A minimum, not limited to, twenty four (24) samples shall be collected from the geotechnical borings and shallow hand auger boring shall be submitted for laboratory analysis and reporting.

- f. Conduct geotechnical material testing on six (6) property testing select samples obtained in the explorations to aid in soil classification, assist with correlating properties of the subsurface materials, and evaluation of the suitability of materials for re-use as fill on site.
- g. Provide a written report describing sample methodologies, analytical methods, field observations, tables summarizing analytical results, a sample location figure, boring logs, and all laboratory reports. Report shall include specifications for handling, transport, and disposal of excavated material for bidding purposes that all shall be included in the Contract Documents.

Geo-environmental Evaluation and Recommendations:

1. Address this project's proposed development providing a description of the proposed structures and site grading.
2. Address existing subsurface conditions providing a description of subsurface conditions, including but not limited to, exploration logs, subsurface exploration location plan, geotechnical and environmental laboratory sampling test results.
3. Address existing site subsurface suitability for this project's scope. Provide an evaluation report of subsurface conditions regarding to the suitability as a bearing stratum to support this project's structural foundations.
4. Provide descriptive design options for foundation system(s) and foundation slab types and alternatives for the existing subsurface site condition encountered. Explore and provide design options, such as deep foundations, shallow footings, or other appropriate structural foundation design solutions.
5. Provide complete report with recommendations for foundation design, under-slab foundation drainage design appropriate for this project's scope.
6. Identify seismic design parameters, including, but not limited to, requirements of the Connecticut State Building Code, Site Class and mapped spectral response accelerations requirements for short and one second interval periods. Provide review and narrative addressing liquefaction susceptibility of the existing soil based on the SPT data and ground water depth.
7. Provide a descriptive narrative with geotechnical construction recommendations concerning the geotechnical aspects of construction regarding the encountered existing subsurface conditions. Address construction concerns of excavation, dewatering, backfilling, protection of adjacent structures to remain, demolition of existing structures to avoid conflicts with new foundations, and suitability of site soils for back fill re-use.
8. Provide a descriptive summary of environmental results and recommendations from the investigative soil and groundwater analysis conducted at the site. The summary report shall include, but not be limited to, a geotechnical report, boring logs, borings summary reporting, subsurface soil conditions narrative, table comparison of soil and groundwater results to CTDEEP regulatory criteria and other appropriate soil site assessment recommendations and/or soil groundwater management recommendations.
9. All excess site soils generated during excavation activities that cannot be re-used onsite shall be transported off-site for recycling and/or disposal. Design a preliminary environmental soil characterization program to determine the chemical concentrations of contaminants present in soils proposed for excavation, which shall be made available to the construction general contractor for the purposes of identifying potential offsite recycling disposal facilities and obtaining facility approvals.
10. Provide a complete descriptive cost estimate including an opinion of probable construction costs for this project. This work shall incorporate the information provided in the completion of the Environmental Report with a cost estimate for the handling of impacted soil and groundwater. Develop the cost estimate using recent as-bid pricing from projects of similar size and scope, industry standard pricing, and published costing resources.
11. Complete DAS checklists, forms, and documents as requested supporting the soil and groundwater management design services Contract Documents project scope.

12. Meet with the Agency, DAS, CCSU, and others as necessary supporting all geotechnical scope of services, and cost estimate.

The geotechnical consultant shall provide **three (3)** hard printed color copies and **two (2)** copies in an electronic compact disk format of the report and all investigative findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in a fee not exceed the amount of **Thirty-One Thousand Two Hundred Dollars (\$31,200.00)**.

#### **F. Hazardous Building Materials Survey, Assessment and Report Services**

The Architect shall provide the following hazardous building materials project survey and reporting services. The Architect is authorized to engage the services of Tighe & Bond, Inc., 213 Court Street, Suite 1100, Middletown, CT 06457 for the services set forth in this subsection.

The Hazardous Building Materials Survey, Assessment, and Report service and related services shall occur during the **schematic design phase**. The services to be provided shall include, but not be limited to, the following project's scope:

1. Perform a pre-renovation hazardous building materials survey, in accordance with National Emission Standards for Hazardous Air Pollutants (NESHAP), for the interior and exterior of the project building and site. Identify and quantify asbestos containing materials (ACM), screen for lead-based paint, visual inspection of source sealant materials for polychlorinated biphenyls (PCBs), and visual inspection for potential universal wastes areas of planned building renovation scope. Review and use available existing inspection and abatement Agency and University reports.
3. Perform an existing building asbestos survey providing estimated quantities and locations of ACMs. Services shall be performed by Connecticut Department of Public Health (CT DPH) asbestos licensed inspectors for the presence or absence of asbestos contaminated materials. Per requirements of Federal and State regulations, each distinguished layer of a sample shall be analyzed. The number of samples collected shall depend upon the survey findings and type of material analyzed for asbestos content. Collect and analyze for asbestos content suspect building materials, such as thermal system insulation, surfacing and miscellaneous flooring, wall and ceiling materials, transite cement board, mastics, adhesives, sealants, roofing, window and door system materials, concrete façade and concrete slab, and so on.
4. Perform a Lead-Based Paint Determination Survey (LBP) providing a field screening inspection of existing building areas to identify the presence or absence of lead in painted components. Perform services in accordance with Federal and State requirements. Inspection shall include screening of readily accessible painted surfaces using an x-ray fluorescence (XRF) direct reading spectrum analyzer. Conduct a lead paint bulk sampling utilizing toxicity characteristic leaching procedure (TCLP) to classify appropriate disposal method for building materials affected by demolition and renovation work. This work shall be conducted in consultation with the Occupational Safety and Health Administration (OSHA) Lead in Construction regulation (Title 29 CFR, Part 1926.62) and the EPA Resource Conservation and Recovery Act Hazardous Waste regulations (Title 40 CFR, Parts 262-266). During this process, a lead inspector shall test the various suspect painted surfaces and building components for lead content.
5. Perform a polychlorinated biphenyl (PCB) building visual assessment Survey addressing existing building materials, caulking/glazing/sealant compounds, paints, and materials quantified to contain PCB's greater than 50 parts per million (ppm). Provide a written report with written inventory of suspect PCB-containing building materials.

6. Perform a PCB and di-ethyl-hexyl-phthalate (DEHP) building visual assessment survey addressing existing building materials presence of lighting ballasts, wet transformers, electrical switches, small electrical motor capacitor, mercury containing light tubes, switches, gauges, refrigerants, and batteries. Provide a written report with written inventory of suspect PCB DEHP containing building materials with locations, size and estimated quantity of fluorescent lamps and mercury containing components throughout the building.
7. Perform a mold assessment, visual inspection of accessible areas of the building for suspect mold growth areas and note observed water incursion as well as potential mold growth. Sample identified areas during the visual assessment for potential mold growth for identification for fungal (mold) structures via direct examination. Send samples to a State of Connecticut approved laboratory for analysis on a five day laboratory analysis reporting basis.
8. Provide a remediation cost estimate, opinion of probable cost (OPC) addressing all abatement of identified hazardous building material provided in the Hazardous Building Materials Assessment Survey and Report (HBMA). Develop the OPC using recent as-bid current pricing from projects of similar size and scope, industry standard pricing, and published costing resources.
9. Provide a HBMA summarizing sampling activities and results and an inventory of the identified hazardous building materials. The HBMA shall include locations and quantities of each type of hazardous materials identified and provide information in a table form along with sample logs, laboratory chain of custodies, accreditations, licenses, and figures identifying sample locations, as well as location of homogenous materials together supporting and coordinated with abatement and a remediation cost estimate.
10. Complete DAS checklists, forms and documents, as requested, supporting all hazardous materials scope of services project scope.
11. Meet with the Agency, DAS, CCSU, and others as necessary supporting all hazardous materials scope of services, survey, reporting services, and remediation cost estimate.

The Architect shall provide **three (3)** hard printed color copies and **two (2)** copies in an electronic compact disk format of the report and all investigative findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Twenty-Three Thousand Four Hundred Dollars (\$23,400.00)**.

### **G. Soil and Groundwater Management Design Services**

The Architect shall provide the following soil and groundwater management design services. The Architect is authorized to engage the services of Tighe & Bond, Inc., 213 Court Street, Suite 1100, Middletown, CT 06457 for the services set forth in this subsection.

The Soil Groundwater Management Design Services and related support services shall occur during the **design development phase**. The services to be provided shall include, but not be limited to, the following project's scope:

1. Prepare a soil and groundwater management plan (SGMP) for this project's Contract Documents.
2. The SGMP shall include Contaminated and/or Polluted Soil Excavation contract drawings and specifications documenting the location of soils known to be environmentally impacted, which shall require special handling and/or disposal, as well as equipment to be used during dewatering. The Plan shall include options for impacted soil reuse.
3. Review and comment, during construction, on the General Contractor's submittals associated with impacted soil excavation, management and disposal and environmental aspects of contaminated groundwater management to determine conformance with the SGMP.
4. Evaluate soil quality to determine potential re-use and disposal options and determine soil material quantities.

5. Complete DAS checklists, forms and documents, as requested, supporting the soil and groundwater management design services Contract Documents project scope.
6. Meet with the Agency, DAS, CCSU, and others as necessary supporting these services.

The Architect shall provide **three (3)** hard printed color copies and **two (2)** copies in AutoCAD drawings and Microsoft Word electronic compact disk format of the report and all investigative findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Three Thousand Dollars (\$3,000.00)**.

#### **H. Hazardous Building Materials Abatement Design Services**

The Architect shall provide the following hazardous building materials abatement design services. The Architect is authorized to engage the services of Tighe & Bond, Inc., 213 Court Street, Suite 1100, Middletown, CT 06457 for the services set forth in this subsection.

The Hazardous Building Materials Abatement design service and related services shall occur during the **design development phase**. The services to be provided shall include, but not be limited to, the following scope:

1. Design and develop a Hazardous Building Materials Abatement Design for this project's required hazardous building material abatement work. All work shall be developed using the information assessment work completed in the HBMA.
2. Confirm all quantities and locations of all identified ACMs.
3. Contract documents shall include, but be not limited to, the inclusion of hazardous materials abatement contract drawings, hazardous materials contract technical specifications and supporting documents.
4. Provide complete hazardous building material abatement Construction Contract documents specifications and drawings. Contract documents shall utilize findings provided in the HBMA.
5. Construction Contract Documents specifications shall include specifications for unit pricing, selective demolition, asbestos, lead-based paint, PCBs greater than 50 ppm and universal wastes.
6. Complete DAS checklists, forms and documents as requested supporting the hazardous materials abatement Contract Documents (drawings and specifications) project scope.
7. Meet with the Agency, DAS, CCSU, and others as necessary supporting these services.

The Architect shall provide **three (3)** hard printed color copies and **two (2)** copies in AutoCAD drawings and Microsoft Word electronic compact disk format of the report and all investigative findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Six Thousand Three Hundred Dollars (\$6,300.00)**.

#### **I. Environmental Soil and Groundwater Management Design, Specifications and Drawings Services**

The Architect shall provide the following environmental soil characterization project investigative reporting services. The Architect is authorized to engage the services of Tighe & Bond, Inc., 213 Court Street, Suite 1100, Middletown, CT 06457 for the services set forth in this subsection.

The Environmental Soil and Groundwater Management contract specifications and drawings and related services shall occur during the **construction documents phase**. The services to be provided shall include, but not be limited to, the following scope:

1. Provide complete construction documents contract technical specification and contract bid documents in Engineers Joint Contract Documents Committed (EJCDC) standard format and in conformance with DAS Consultants Procedure Manual requirements.
2. Contract technical specifications shall consist of complete contract drawings, contract plans and related documents, including, but not limited to, contract specification sections.
3. Contract technical specifications shall include detailed requirements, such as, but not limited to, on-site health and safety, site preparation, provisions for soil remediation, soil and groundwater management, and site restoration.
4. Contract technical specifications shall detail the work which shall be conducted by contractors with the appropriate licensure, in accordance with applicable federal, state, local, and DAS regulations.
5. Contract technical specifications shall include, but not be limited to, in Specification Division 0 Sections of the contract documents information defining contractual, payment, insurance, EJCDC General Conditions, supplementary conditions, and other related project general requirements.
6. Complete DAS checklists, forms and documents as requested supporting the Environmental Soil and Groundwater Management contract specifications and drawings Contract Documents project scope.
7. Meet with the Agency, DAS, CCSU, and others as necessary supporting these services.

The Architect shall provide **three (3)** hard printed color copies and **two (2)** copies in AutoCAD drawings and Microsoft Word electronic compact disk format of the report and all investigative findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Six Thousand Five Hundred Dollars (\$6,500.00)**.

#### **J. Environmental Geotechnical Specifications and Drawings Services**

The Architect shall provide the following environmental construction documents specifications for services as set forth in this subsection.

The Environmental Geotechnical Technical Specifications and Drawings document services and related services shall occur during the **construction documents phase**. The services to be provided shall include, but not be limited to, the following scope:

1. Provide written report recommendations to implement soil handling and management procedures during the project's site redevelopment addressing, but not limited to, soil excavation procedures, soil re-use, soil handling and soil off-site materials disposal practices, recommendations and project direction. Include this report in the Contract Documents.
2. Provide soil geotechnical environmental construction specifications, including detailed contractor commitments to applicable Federal, State, municipal, and DAS requirements corresponding to the excavation, storage, handling, transport, and disposal of soil. Coordinate with the Architect, DAS, and Agency and review Construction documents specifications sections for earthwork, soil backfill, borrow materials, geosynthetics, deep foundations and/or ground improvement, site dewatering, and related subject areas providing coordination and consistency with the environmental project requirements.
3. Respond to information requests from contractors and coordinate with contractor, Architect, and DAS regarding site logistics, material inventories, and related items. Provide senior management services, direction and coordination with the Architect, DAS, and the Agency throughout design development phase, including on-call decision direction; value engineering and consulting; and resolution of environmental design issues and potential conflicts.

4. All excess site soils generated during excavation activities that cannot be re-used onsite shall be transported off-site for recycling and/or disposal. Design a preliminary environmental soil characterization program to determine the chemical concentrations of contaminants present in soils proposed for excavation. Make such program information available to the construction general contractor for the purposes of identifying potential offsite recycling and disposal facilities and obtaining facility approvals.
8. Complete DAS checklists, forms and documents as requested supporting the Environmental Geotechnical Technical Specifications and Drawings documents and related services Contract Documents project scope.
9. Meet with the Agency, DAS, CCSU, and others as necessary supporting these services.

The Architect shall provide **three (3)** hard printed color copies and **two (2)** copies in AutoCAD drawings and Microsoft Word electronic compact disk format of the report and all investigative findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Five Thousand Seven Hundred Dollars (\$5,700.00)**.

#### **K. Hazardous Building Materials Abatement Specifications and Drawings Services**

The Architect shall provide the following hazardous building materials project design services. The Architect is authorized to engage the services of Tighe & Bond, Inc., 213 Court Street, Suite 1100, Middletown, CT 06457 for the services set forth in this subsection.

The Hazardous Building Materials Abatement Technical Specifications and Drawings document services and related services shall occur during the **construction documents phase**. The services to be provided shall include, but not be limited to, the following scope:

1. Provide complete hazardous building material abatement (HBMs) Construction Contract documents specifications and drawings. Contract documents shall utilize findings provided in the HBMA.
2. Provide complete construction Contract Documents for HBMs, including drawings, technical specifications and related supportive documents.
3. Provide contract documents technical specifications and drawings in compliance with DAS Consultants Procedure Manual requirements. Specific areas of hazardous building materials abatement shall include, but not be limited to, potential abatement of materials containing: asbestos, PCBs, lead based paint, universal waste, and mold.
4. Provide a completed application for an Alternative Work Practice (AWP) to the Connecticut Department of Public Health (CTDPH) requesting a site specific variance from the Connecticut Standards for Asbestos Abatement as needed for this project.
5. Consultant contract documents shall include, but not be limited to, a) Final Hazardous Building Materials Assessment Report; b) HBM Abatement Technical Specifications; and c) HBM Abatement Drawings.
6. Construction Contract Documents specifications shall include specifications for unit pricing, selective demolition, asbestos, lead-based paint, PCBs greater than 50 ppm and universal wastes.
7. Complete DAS checklists, forms and documents as requested supporting the hazardous materials abatement Contract Documents (drawings and specifications) project scope.
8. Meet with the Agency, DAS, CCSU, and others as necessary supporting these services.

The Architect shall provide **three (3)** hard printed color copies and **two (2)** copies in AutoCAD drawings and Microsoft Word electronic compact disk format of the report and all investigative findings after receipt of written notice to proceed.

For the services provided by the sub-consultant authorized above, the Architect shall be compensated for said services in the amount of **Nine Thousand Five Hundred Dollars (\$9,500.00)**.

**L. Design and Construction Phase Contingency**

This paragraph establishes a design and construction phase contingency. This contingency is established to facilitate the timely resolution of issues impacting the project during the design and/or construction phases. It shall be used to supplement the effort of the Architect and if applicable, its sub-consultants, if:

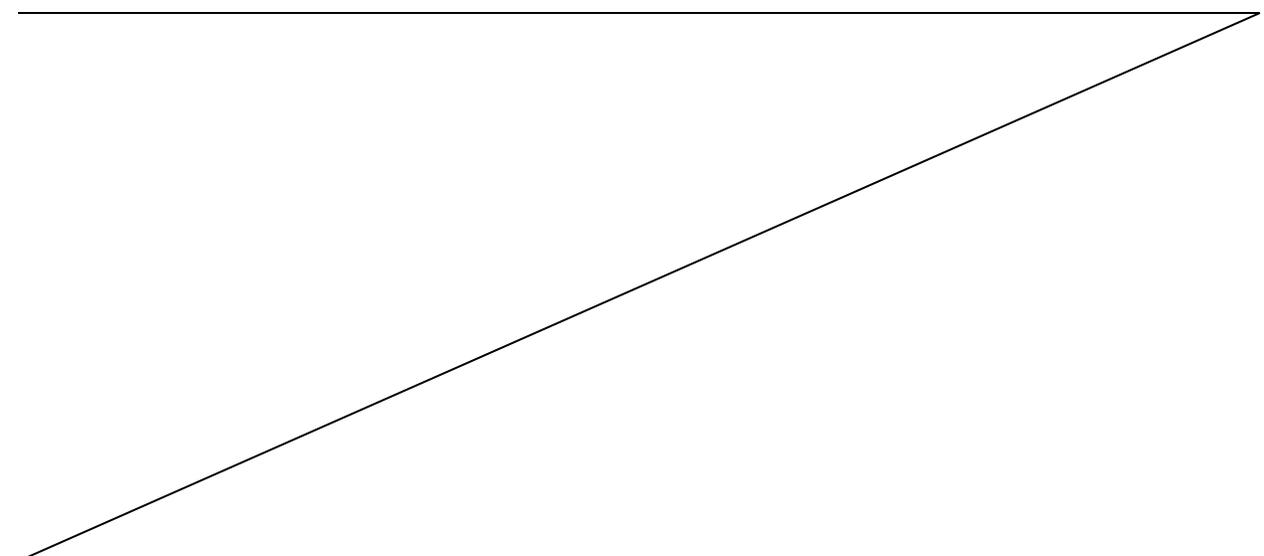
- 1) the service needed is determined by the DAS Project Manager to be clearly beyond the contract's scope of services;
- 2) the DAS has determined in its sole discretion that the Architect has been performing at a level that meets or exceeds DAS requirements; and
- 3) the issue is not the result of deficient or delayed work caused by the Architect or its sub-consultants.

For this Design and Construction Phase Contingency, an allowance of **Thirty Thousand Dollars (\$30,000.00)** shall be established. This allowance shall be used at the discretion of, and only upon the prior written approval of, the DAS Project Manager and his/her Assistant Director of Project Management. Such written approval shall also be provided to the State Properties Review Board.

Requests for payment shall be submitted on a properly prepared invoice form with attachments showing actual hours worked and rates applied. The Consultant and if applicable, its sub-consultants shall certify that the amount invoiced is both accurate and commensurate with the work performed for the State under the contract. The State reserves the right to audit the consultant's and the sub-consultant's records at any reasonable time. It is specifically understood that the pre-approved hourly rates shall only apply for the period of time that the individual is actually working on the project.

The Architect covenants and agrees it shall perform its services under this contract in accordance with the standards and practices of its profession.

Nothing contained herein shall limit the State's right to suspend or terminate this contract pursuant to Articles VIII and IX of the Terms and Conditions of the contract.



**ATTACHMENT 1**

(12 pages)

**STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
FORM CS-3A  
February 3, 1998  
Last Revision June 29, 2016**

**TERMS AND CONDITIONS OF CONTRACT  
BETWEEN STATE AND ARCHITECT**

**I. GENERAL**

The amount of the total construction budget noted in Paragraph 4 of this contract is to include all construction work and the connecting up of all existing utilities and related services; it is to include any other costs directly chargeable to the proper functioning of the building with the exception of the furnishing of equipment other than that which is usually built in as a component part of the building. This amount is not to be exceeded except by prior and express written permission from the State.

**II. ARCHITECT'S SERVICES**

- A. The Architect agrees to prepare and furnish documents as set forth in Article VI.
- B. The Architect agrees to become familiar with and follow the Department of Administrative Services (DAS) provisions set forth in the "CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES CONSULTANTS PROCEDURE MANUAL," which may be amended and/or supplemented current with the date of this contract. These guidelines and provisions are incorporated herein by reference and shall be as binding upon the parties to this contract as though fully set forth herein.
- C. The Architect shall consult with the DAS Project Manager to ascertain requirements of the project and consult with proper State authorities and inform himself as to specific institutional conditions that might affect his contemplated work or the hours or season of its execution, such as type of patients, use of adjacent areas, interruptions of institutional routine, etc. The drawings and specifications submitted by the Architect for review and approval by the State shall reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.
- D. Should the Architect require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the State for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Architect shall pay such approved registered consultants in proportion to payments received by the Architect as set forth in Article IV, and shall submit evidence of such payments upon request by the State.
- E. The Architect covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.

**F. INDEMNIFICATION.**

The Architect shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly in connection with the contract, concerning the negligent acts of commission or omission (collectively, the "Acts") of the Architect or Architect Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with Claims, Acts or the contract, to the extent of the Architect's or Architect Parties' negligence. The Architect's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Architect's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret

processes, patented or unpatented inventions, articles or appliances furnished or used in the performance. For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

#### G. ANTITRUST PROVISION.

The Architect hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Agreement that the Architect now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties. For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum."

### III. INSURANCE

The Architect for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Architect must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional services liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

#### A. Statutory Workers' Compensation and Employers' Liability:

- |                            |   |
|----------------------------|---|
| 1. Workers' Compensation:  | Statutory limits                                  |
| 2. Employers' Liability:   |   |
| Bodily injury by accident: | \$100,000 each accident                           |
| Bodily injury by illness:  | \$100,000 each employee<br>\$500,000 policy limit |

- |                                  |   |
|----------------------------------|---|
| B. Commercial General Liability: | \$1,000,000 each occurrence<br>\$2,000,000 annual aggregate |
|----------------------------------|---|

- |  |                             |
|--|-----------------------------|
| C. Comprehensive Automobile Liability<br>(to include owned, non-owned and hired vehicles): |                             |
| Combined single limit:   | \$1,000,000 each occurrence |

- D. Professional Services Liability Insurance: The Architect shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with \$1,000,000.00 each claim and annual aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Architect agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00 each occurrence and per aggregate. The insurance shall remain in effect during the entire duration of the contract and for eight years after substantial completion of the project. For policies written on a "Claims Made" basis, the Architect agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The Architect shall contractually require any structural engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Architect's policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Architect under the terms of the contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DAS. The Architect agrees that coverages will not be changed, canceled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DAS. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an

additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DAS prior to the time this contract is executed on behalf of the State.

#### **IV. PAYMENT OF ARCHITECT'S FEE**

- A. The State agrees to pay the Architect for the services herein described the total fee set forth in Paragraph 2 of this contract. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Architect has substantially changed as determined by the Commissioner of the Department of Administrative Services, hereinafter referred to as the Commissioner.
- B. Said fee includes all costs of living, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Architect's duties under this contract unless express written notification to the contrary is received from the State.
- C. No payments shall be made until the materials submitted have been reviewed and approved by the Department of Administrative Services.

#### **V. SPECIAL SERVICES**

- A. Should it be necessary for the Architect to engage the services of a licensed land surveyor, geotechnical engineer or test boring firm for the purposes of this contract, the State shall reimburse the Architect for the cost of such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval.
- B. If, in the opinion of the State, any special technical service is required which is not usually furnished in architectural practice and which is not included in this contract, either expressed or implied by the nature of the work, then the State shall, in writing, authorize the service and the related cost. The Architect's selection of the consultant retained in connection therewith is to be submitted for approval. The State shall reimburse the Architect for the cost of any such services and in addition shall also pay the Architect ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- C. Should the Architect itself wish to perform special services as described in Sections A and B of this article, the Architect shall submit to the State a written quotation of the cost of its performing such services. The quotation shall not include, nor shall the Architect be paid for, an additional percentage of the cost for overhead and profit. The State shall decide whether to allow the Architect to perform the work with its own forces based on its quotation, and shall notify the Architect accordingly.
- D. If at any time during the term of this contract the State should require the Architect to make any substantial change in the size or scope of the work or require any substantial change in plan, design or specification which shall necessitate the preparation by the Architect of additional sketches, drawings or other documents, or the making of substantial changes in any other document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Architect shall prepare the additional documents and make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof. If the State should require any such substantial changes and if these should result in a change in the amount of the total construction budget noted in Paragraph 4 of this contract, said amount shall be considered changed to an amount determined by the Commissioner.

The above notwithstanding, should it be necessary for the Architect to prepare any such additional documents or make changes in the same for purposes of meeting the budget requirements of the project, and where an increase in the cost of labor and/or materials is not the governing factor, he shall perform such duties without receiving additional compensation.

In addition, if at any time during the term of this contract the State should request the Architect to reduce the scope of services originally agreed upon under this contract, the Architect shall then reduce said scope of

services, as requested, and his fee shall be reduced by a fair and equitable amount determined by the Commissioner.

- E. For reuse by the State of the drawings and specifications prepared by the Architect under this contract, the Architect shall be paid a reasonable fee for such reuse plus a reasonable fee for making necessary changes to such drawings and specifications as may be required by job conditions. The Commissioner shall determine the amounts of such fees.

## **VI. SPECIFIC DOCUMENTS TO BE FURNISHED BY THE ARCHITECT WHEN AUTHORIZED**

### **A. Schematic Design Phase**

Pursuant to conferences with the State, designs shall be prepared by the Architect to encompass the general program of the project. These designs shall consist of small scale drawings, elevations, sections and outline specifications. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. At this time the Architect shall make sufficiently accurate estimates to determine the feasibility of constructing the project within the funds available. At the beginning of the schematic design phase, the Architect shall engage his consultants as set forth in Section D of Article II. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

While preparing such drawings, specifications and detailed cost estimates, the Architect shall investigate any factors that may conflict with the use of the site as proposed, such as neighboring building lines, zoning regulations, sanitary codes, health and fire laws, local ordinances, etc., and shall report his findings thereon to the State when submitting schematic design phase drawings, outline specifications and detailed cost estimates.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

### **B. Design Development Phase**

The Architect must receive written notice from the State to proceed with the design development phase before commencing the phase. The design development phase drawings shall show the extent of the site, location of the project on the site and the general disposition of the principal features and equipment embodied in the project, and shall be sufficiently developed so as to fix and illustrate the size and character of the project in all of its essential basic particulars as to kinds of materials, types of structure, and mechanical and electrical systems. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract.

Submitted with the design development phase drawings and specifications shall be an estimate of the cost of construction predicated on the same, and broken down into the major sub-trades for the construction of the building, with separate figures for special items such as equipment, site work, and utility lines. Basic engineering and other drawings and specifications shall also be provided at this time by the engineers and other consultants working under the direction of the Architect.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

At this phase, a rendered colored and framed perspective drawing shall be submitted together with three (3) 8" x 10" black and white photographs thereof.

As the drawings submitted during this phase are to form the basis of the whole concept of the project, they shall be reviewed by the State for conformance to functional and technical requirements of the project and approved by the State before the Architect proceeds to the next phase. It is understood, however, that such review and approval does not relieve the Architect from any responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by this contract.

#### C. **Contract Documents Phase**

The Architect must receive written notice from the State to proceed with the contract documents phase before commencing the phase. The documents to be provided in this phase are a part of the construction contract and as such must explain in substantial detail the full scope of the work included in, and performed under, the construction contract. A final detailed estimate of the cost of construction, including unit prices, quantities, labor and materials, predicated on the contract documents phase drawings and detailed specifications, shall be included as a part of this phase. All specifications shall be prepared in accordance with the CSI (Construction Specifications Institute) format and in accordance with Part II of Chapter 60 of the Connecticut General Statutes, as revised, when applicable. The Architect shall submit for review and approval the number of sets of drawings, specifications and detailed cost estimates as indicated in Paragraph 6 of this contract. Such review and approval by the State does not relieve the Architect of responsibility arising out of the State's reliance on his professional skill and ability to discharge his services as required by the contract.

If the estimate agreed to by the State and Architect exceeds the total construction budget noted in Paragraph 4 of this contract, or if the State and Architect cannot agree upon an estimate of the probable construction cost and the probable cost of construction as determined by the State exceeds both the Architect's estimate and the total construction budget noted in Paragraph 4 of this contract, then the Architect shall make appropriate recommendations to the State for adjustments to the documents in regards to the project's scope, quality, or budget. At that time, the State shall have the right to require the Architect to modify the documents as the State deems necessary to bring the cost within the amount of the total construction budget noted in Paragraph 4 of this contract. The revisions shall be made without additional compensation to the Architect.

**If the project involves either new construction and/or additions to an existing facility, the Architect will consult with the client agency and develop the first year estimated operating cost for the project's utilities including, but not limited to, heating, cooling, water and sewer.**

All original final tracings shall, together with the specifications typed in letter quality print on one side of 8 1/2" x 11" white bond paper, be submitted by the Architect prior to the State's going to bid.

When the Architect has incorporated all comments and the documents are ready for bidding, the Architect will submit the tracings, master specifications, and a CD ROM disk of both to DAS. This submission will conclude the contract documents phase of the contract.

#### D. **Bidding Process**

In the event the Department of Administrative Services bids the contract drawings and specifications, the Architect shall, as part of the design services to be rendered for his established fee, include as much of his professional services as the State deems necessary for the well-being of the project and the efficient prosecution of the bidding process.

### VII. ARCHITECT'S DUTIES DURING CONSTRUCTION

- A. If the Architect's services during construction are requested as set forth in Subparagraph 2E of this contract, the Architect shall, as part of the services to be rendered for his established fee, include as much of his professional services and the services of his consultants as the State deems necessary for the well-being of the project and efficient prosecution of the construction work. The Architect shall not, however, be required to undertake continuous on-site observation of the work. If the Architect fails to perform such duties in a conscientious and reasonable manner, the State may exercise its right to terminate this contract as hereinafter provided in Article VIII.

- B. Additionally, it is understood and agreed to by the Architect and the State that, should the Architect's services during construction be requested, such services shall include, but not be limited to, the following:
1. observe the progress of construction in order to determine whether there appear to be any defects or deficiencies in the construction work or deviations from the drawings and specifications, including variations from the materials specified and the methods of construction authorized. The Architect shall not be required to guarantee the performance of the general contractor or his subcontractors;  
The Architect is obligated to immediately notify the DAS project manager, in writing, whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents.
  2. attend job meetings as required, at which the Architect shall, on the basis of his visitations to the site and observations thereon, report on the progress of the work and make recommendations concerning the same; participate in monthly meetings with the general contractor to obtain information necessary to be able to update the as-built drawings.
  3. submit to the Department of Administrative Services, on the fifteenth and last days of each month, in such form as directed by the State, observation-based reports regarding the progress of the work;
  4. examine submittals and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction contract. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work;
  5. review and return partial payment requisitions submitted by the general contractor within three (3) working days of the receipt of such submittals;
  6. review and comment on shop drawings submitted to him for review. This service is to be performed within ten (10) working days of the receipt of such submittals unless the Department of Administrative Services, assents to written notification of why this cannot be accomplished;
  7. within thirty (30) calendar days after receipt, record on the original final tracings and CAD disks returned to him after the construction contract award all changes made during the period of construction as furnished and recorded by the general contractor, and, at his expense, provide updated CAD disks to the State which reflect such changes. The CAD disks shall become the property of the State;
  8. fully cooperate with the Department of Administrative Services during the progress of the work.
- C. In the event that the time period of the construction contract is exceeded by more than 10% due to no fault of the Architect, the Architect may be paid for any additional services required beyond the 10% construction contract time overrun a reasonable fee to be determined by the Commissioner. The question of fault or no fault on the part of the Architect shall be determined by the Commissioner.

### VIII. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he/she determines in his/her sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Architect of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Architect's address as furnished to the State for purposes of **receiving notices under this contract, by email to the Architect's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Architect's fax number as furnished to the State for the purpose of notices**, or by hand delivery. Upon receipt of such notice, the Architect shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the State. **The mailing, email, fax, or hand delivery of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such termination.**
- B. If the termination is for the convenience of the State, the Architect shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for

anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.

- C. If the termination is for reason of failure of the Architect to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Architect shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Architect to fulfill its contract obligations it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Architect shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Architect is a sole proprietor and the Architect should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Architect's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.
- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

#### **IX. SUSPENSION OF THE WORK**

- A. The State, at any time, may suspend all or any part of the services of the Architect. In such event, the Architect shall be given notice of such suspension in writing by registered or certified mail to the Architect's address **furnished to the State for purposes of receiving notices under this contract, by email to the Architect's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Architect's fax number as furnished to the State for the purpose of notices, or by hand delivery.**
- B. **Upon receipt of such notice, the Architect shall immediately discontinue all services affected (unless the notice directs otherwise).** The mailing, **email, fax or hand delivery** of such notice shall preclude any claim on the part of the Architect as to failure to receive notice of such suspension.
- C. In the event of suspension by the State as noted above, the Architect shall be entitled to such compensation as the Commissioner shall deem reasonable.
- D. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Architect pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Architect and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- E. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- F. If the Architect should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.
- G. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

#### **X. CONFIDENTIALITY OF DOCUMENTS**

- A. The Architect agrees on behalf of the Architect and the Architect's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Architect's work and duties under this contract. This limitation on use applies to those items produced by the Architect, as well as to those items

received by the Architect from the Department of Administrative Services, or others in connection with the Architect's work and duties under this contract.

- B. The Architect further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Administrative Services.
- C. The Architect further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Administrative Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

#### **XI. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, ANTI-HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS**

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Architect" and references to "contract" shall mean this Contract.

##### **A. Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or

- persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions

shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

## **B. EXECUTIVE ORDERS.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Department shall provide a copy of these orders to the contractor.

**C. ANTI-HARASSMENT POLICY.**

This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is available on the DAS website). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

**D. SUMMARY OF STATE ETHICS LAWS.**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

**E. CAMPAIGN CONTRIBUTION RESTRICTION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as "Attachment."

**XII. WHISTLEBLOWING**

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Architect takes or threatens to take any personnel action against any employee of the Architect in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Architect shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Architect.

**XIII. ANNUAL CERTIFICATION**

If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Architect shall annually submit electronically, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed Gift and Campaign Contribution Certification and notify the DAS Office of Legal Affairs, Policy and Procurement that it has been uploaded. Said certification shall be uploaded on the Department of Administrative Services website. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DAS signs the contract.

**XIV. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in the Solicitation or the contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal

law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the contract. To the extent that this section conflicts with any other section, this section shall govern.

#### **XV. STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS**

- (a) All services performed by and material supplied by the Architect under this contract shall be subject to the inspection and approval of the State at all times, and the Architect shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Architect shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Architect's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Architect shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Architect's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.
- (c) The Architect agrees to make all of its Records available for inspection and/or examination, and copying, by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Architect's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Architect at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Architect shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Architect which pertains to the State's business or this contract.
- (e) The Architect agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.
- (f) The Architect also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Architect shall incorporate the provisions of this article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

#### **XVI. DISCLOSURE OF RECORDS**

This contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person or entity for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 2



## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Department of Revenue Services  
 State of Connecticut  
 Taxpayer Services Division  
 25 Sigourney St Ste 2  
 Hartford CT 06106-5032  
 (Rev. 07/09)

# CERT-134

## Exempt Purchases by Qualifying Governmental Agencies

**General Purpose:** Qualifying governmental agencies must issue this certificate to retailers when purchasing tangible personal property or enumerated services. For purposes of this certificate, qualifying governmental agencies include:

- The United States and its agencies;
- The State of Connecticut or its political subdivisions or their agencies;
- Certain other entities exempt under Connecticut law; and
- Persons acting as agents for any of these entities.

A qualifying governmental agency may use this certificate to purchase any tangible personal property for resale at any one of five fundraising or social events of a day's duration during any calendar year. The event must be exempt from tax under Conn. Gen. Stat. §12-412(94). Otherwise, governmental agencies are not allowed to purchase tangible personal property for resale with this certificate. See **Special Notice 98(11)**, *Exemption From Sales and Use Taxes of Sales by Nonprofit Organizations at Fundraising or Social Events*.

**Statutory Authority:** Conn. Gen. Stat. §12-412(1)(A)

**Instructions for the Purchaser:** An authorized person acting on behalf of a qualifying governmental agency must issue and sign this certificate to advise the seller of tangible personal property or taxable services that sales and use taxes do not apply to the purchase. The purchases must be made by the qualifying governmental agency using the agency's own funds.

Purchases made by individual employees who will be reimbursed by a qualifying governmental agency **do not** qualify for exemption under any circumstances, even if the purchases are made in the employee's official capacity.

If a purchaser other than an agency of the U.S. or the State of Connecticut, not named on the reverse of this certificate, is expressly exempted from state sales and use taxes by a federal or Connecticut statute, the purchaser must identify the exempting statute on the reverse of this certificate. If a purchaser is not expressly exempted by a federal statute, but believes it is exempt by reason of federal law, it must request a letter from the Department of Revenue Services (DRS) (address above) acknowledging the exempt status and attach a copy of the letter to this certificate.

**Purchases of Meals and Lodging:** In general, qualifying governmental agencies may **not** use this certificate to purchase meals and lodging, but must get preapproval from DRS for these purchases, and use **CERT-112**, *Exempt Purchase of Meals and Lodging by Exempt Entities*, or **CERT-123**, *Blanket Certificate for Exempt Qualifying Purchases of Meals or Lodging by an Exempt Entity*.

However, a qualifying governmental agency may purchase meals tax exempt using this certificate, without prior approval from DRS, when it will resell the meals at one of five fundraising or social events per year exempt under Conn. Gen. Stat. §12-412(94). See **Policy Statement 2003(4)**, *Purchases of Meals or Lodging by Exempt Entities*.

**Federal Government Purchases Not Requiring This Certificate:** The federal government has implemented the "GSA SmartPay" program, which uses four categories of cards: Fleet, Purchase, Travel, and Integrated Cards. Federal employees may purchase tangible personal property and services, including meals and lodging, tax exempt when using GSA SmartPay cards, if the purchases are billed to and paid by the federal government. U.S. government agencies making tax-exempt purchases using GSA SmartPay cards are not required to use any DRS certificates or to get preapproval for purchases. Some GSA SmartPay purchases **do not** qualify for exemption. See **Policy Statement 2009(2)**, *Retailer's Acceptance of U.S. Government "GSA SmartPay 2" Charge Cards for Exempt Purchases*.

**Instructions for Agents Making Purchases for Qualifying Governmental Agencies:** A person acting as the agent of a qualifying governmental agency making purchases of tangible personal property or enumerated services must issue this certificate to notify the seller sales and use taxes do not apply to the charges for the purchases.

The agent must:

- Complete and sign this certificate **as the purchaser**;
- Attach a copy of the document from the qualifying governmental agency that expressly designates the person as the agent for purchasing the types of goods or services being purchased; and
- Claim an exemption only on purchases of goods or services used exclusively by the qualifying governmental agency.

Keep a copy of this certificate, the documents attached, and records that substantiate the information entered on this certificate for at least six years from the date this certificate is issued.

**Instructions for the Seller:** Acceptance of this certificate, when properly completed and accompanied by any other required documents, relieves the seller from the burden of proving the sale and the storage, use, or consumption of the tangible personal property or taxable services are not subject to sales and use taxes. This certificate is valid only if taken in good faith from a person who is authorized to furnish it to the seller on behalf of a qualifying governmental agency. The good faith of the seller will be questioned if the seller has knowledge of facts that give rise to a reasonable inference the purchaser is not a qualifying governmental agency or an agent of a qualifying governmental agency or the items purchased will not be used exclusively by or on behalf of the qualifying governmental agency.

Keep this certificate, the documents attached, and bills or invoices to the purchaser for at least six years from the date the items or services were purchased. The bills, invoices, or records covering the purchase made under this certificate must be marked "Exempt Under CERT-134" to indicate an exempt purchase has occurred.

This certificate may be used for a single exempt purchase, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases, in which case the box marked "Blanket Certificate" must be checked. It remains in effect for three years unless the purchaser revokes it in writing before the three-year period expires. CERT-134 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94).

A qualifying governmental agency must pay for its exempt purchases with a check drawn on its own account or with a credit card issued in its own name (and not in the name of any of its members or officers). An exempt purchase of \$10 or less may be made using cash, as long as the purchase is made with the qualifying governmental agency's own funds, except a blanket certificate may not be used for cash purchases.

**For More Information:** Call Taxpayer Services at **1-800-382-9463** (Connecticut calls outside the Greater Hartford calling area only) or **860-297-5962** (from anywhere). **TTY, TDD, and Text Telephone users** only may transmit inquiries 24 hours a day by calling **860-297-4911**. Visit the DRS website at **www.ct.gov/DRS** to preview and download forms and publications.

Purchaser is:

- United States \_\_\_\_\_  State of Connecticut 06-6000798 DAS23000  
Name of agency Name of agency (List exemption number, if any.)
- Federal credit union \_\_\_\_\_  Connecticut municipality \_\_\_\_\_  
Name of credit union Town or district and agency
- Other entity exempted by Connecticut law \_\_\_\_\_  
Name of entity Exempting Connecticut statute
- Other entity exempted by federal law \_\_\_\_\_  
Name of entity Exempting federal statute  
or check box if acknowledgment letter from DRS is attached.

- Connecticut Development Authority
- Agent of a qualifying governmental agency listed above (Attach documentation of appointment as agent.)  
Name of agent: \_\_\_\_\_  
Agent's CT Tax Registration Number: \_\_\_\_\_ Agent's Federal Employer ID Number: \_\_\_\_\_  
Name of qualifying governmental agency: \_\_\_\_\_  
Appointed agent for making the following types of purchases: \_\_\_\_\_  
\_\_\_\_\_

Address of purchaser: \_\_\_\_\_

Name of seller <b>Perkins Eastman Architects, D.P.C.</b>	Address <b>90 Harold Lewis Drive, New Britain, CT 06050</b>	CT Tax Registration Number (If none, explain.) _____ Federal Employer ID Number _____
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Check one box:

- Blanket certificate (CERT-134 may not be used as a blanket certificate for purchases of tangible personal property for resale at any one of five fundraising or social events per calendar year exempt under Conn. Gen. Stat. §12-412(94). See below.)
- Certificate for one purchase only
- Purchases that qualify for exemption under Conn. Gen. Stat. §12-412(94). Indicate the number of prior fundraising or social events during this calendar year for which you claimed exemption under Conn. Gen. Stat. §12-412(94): \_\_\_\_\_

Check the appropriate box(es) and provide a written description of each item purchased:

- Tangible personal property
- Taxable services

Description:

**Provide Architect Services under DAS Contract No. BI-RC-406-ARC**

**Declaration by Purchaser**

The item(s) described above are tangible personal property or services being purchased under the exemption provided in Conn. Gen. Stat. §12-412(1)(A) or other applicable statute. The purchase of these items is exempt from sales and use taxes.

I declare under penalty of law that I have examined this certificate (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return to DRS is a fine of not more than \$5,000 or imprisonment for not more than five years, or both.

State of Connecticut, Department of Administrative Services, 450 Columbus Boulevard, Hartford, CT 06103

By: Kevin Kopetz Director, Office of Legal Affairs, Policy and Procurement 4/10/2020  
DocuSign by  
F1ADB39706914CB...  
Signature of authorized person Title Date

If the purchaser is an entity exempted under Connecticut law other than Conn. Gen. Stat. §12-412(1)(A), I have entered the citation of the exempting law above. If the purchaser is an entity exempted under federal law, I have entered the citation of the exempting law above, or, if there is no specific statutory authority, I have attached a copy of the letter from DRS acknowledging the exempt status.

If the purchaser is an agent of a qualifying governmental agency, I have attached a copy of the document from the qualifying governmental agency expressly designating the purchaser as agent.



DEPARTMENT OF ADMINISTRATIVE SERVICES

May 14, 2020

Elihu Burritt Library Renovation and Addition  
CCSU, New Britain, Connecticut  
Project Number: BI-RC-406  
**Contract Number: BI-RC-406-ARC**

Mr. Mark Creedon  
Perkins Eastman Architects, D.P.C.  
677 Washington Boulevard, Suite 101  
Stamford, Connecticut 06901

Dear Mr. Creedon:

Your **Standard Fixed Fee Architect's Contract** dated **April 8, 2020**, for professional services for the subject project, has been fully executed and approved by all concerned parties. We are forwarding herewith a copy of this contract. Do not proceed with the contract work until you receive written notice to proceed from the Department of Administrative Services (DAS) project manager assigned to this project.

Attached is Department of Revenue Services CERT-134. This certificate should be referenced when indicating that the Connecticut Sales and Use Tax does NOT apply to the subject project.

All invoices must be directed to the DAS Project Manager who is assigned to the project. Please submit invoices on your letterhead that include the following information:

- Vendor's name and remittance address, Vendor's FEIN or SSN
- Invoice date, Contract/Project name and number
- Section(s) of the contract to which the bill relates and the amount billed

If you should have any questions in regard to the above, please contact the DAS project manager, Lisa Humble, assigned to this project at (860) 713-5823.

Sincerely,

*Cathy Phelps*

Cathy Phelps  
Legal Services Unit

Enclosures: Contract No. BI-RC-406-ARC  
CERT-134

cc: State Properties Review Board w/copy of contract  
DAS Office of Legal Affairs, Policy and Procurement, w/copy of contract  
Craig Russell, Director, Construction Support Services, w/copy of contract  
Glenn Knapsack, DAS Project Accounting w/copy of contract  
Peter Simmons, DAS ADPM, w/copy of contract  
Lisa Humble, DAS Project Manager, w/original contract  
Randy Daigle, DAS Process Management, w/copy of contract

*Affirmative Action/Equal Opportunity Employer*

OFFICE OF LEGAL AFFAIRS, POLICY AND PROCUREMENT  
450 Columbus Boulevard, Suite 1307, Hartford, CT 06103